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July 18, 2008

**Via E-Filing, E-Mail
& Hand Delivery**

The Honorable Vincent J. Poppiti
Blank Rome
1201 N. Market Street, Suite 800
Wilmington, DE 19801

Re: *Honeywell International Inc., et al v. Apple Computer, Inc. et al.*,
C.A. No. 04-1338-JJF (Consolidated)

Dear Special Master Poppiti:

We represent Navman NZ Limited and Navman U.S.A., Inc. (collectively "Navman") in the above-captioned matter. We provide this submission to Your Honor in compliance with your instructions during the June 23, 2008 teleconference.

By letter dated May 27, 2005, Honeywell identified two Navman products as allegedly infringing the patent-in-suit: "Portable navigation devices PiN Pocket PC [and] iCN510 Pocket PC." Pursuant to Judge Jordan's October 7, 2005 Order in this action, on November 2, 2005, Navman provided Honeywell with the following details regarding the manufacturer and related LCD module information for these two products:

<u>Navman Product</u>	<u>LCD Type</u>	<u>Manufacturer's Part No.</u>	<u>LCD Manufacturer</u>
iCN510	3.5" LCD Touch Screen	NL2432H2HC22-23B	NEC
PiN	3.5" LCD Touch Screen	NL2432H2HC22-23B	NEC

During our meet and confer with counsel for Honeywell, we informed counsel that after reviewing the NEC and Sharp licenses provided by Honeywell, Navman believes that the two Navman products are covered by this license; and, as a result, that Navman should be dismissed from this action. In addition, Navman offered to provide a declaration from a corporate representative confirming the steps taken to compile the information contained in the November 2, 2005 letter.

LAW OFFICES
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Once Navman provides the declaration from its corporate representative, Navman believes the burden should shift to Honeywell to identify specific provisions of the NEC and/or Sharp license agreements which might arguably show Navman is not covered. In the absence of such provisions, Navman should be dismissed promptly.

Respectfully,

/s/Arthur G. Connolly, III

Arthur G. Connolly, III (#2667)

AGCIII

cc: Dr. Peter T. Dalleo (by e-filing)
All Counsel of Record (by e-filing and e-mail)

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